FORM OBD - 67 JAN 1977

UNITED STATES DEPARTMENT OF JUSTICE WASHINGTON, D.C. 20530

No. 43-R0216 Approval expires Oct. 31, 1981

EXHIBIT A

TO REGISTRATION STATEMENT

12 23 FH 180 Juli

Under the Foreign Agents Registration Act of 1938, as amended

CONTRACTOR CONTRACTOR

CION

Name and address of registrant	Development Counsello 733 Third Avenue-Suit NYC, N.Y. 10017	ors Int'l Ltd. ce 2100	2. Registration No.
Name of foreign principal Glenrothes Developm		1	
Indicate whether your foreign pri	ncipal is one of the following type:		
▼X Foreign government			
_			
Foreign political party			
TX Foreign or domestic or	ganization: If either, check one of t	the following:	
Partnership	Committee		
Corporation			
Association	Other (specify)		
Individual - State his nations			
If the foreign principal is a foreign	gn government, state: United	Kingdom	
a) Branch or agency represented The Town of Glenro	by the registrant. thes	-	
b) Name and title of official with Alastair H. Milne Business Developme	F-Inst-M		
If the foreign principal is a foreign	n political party, state:	·	
a) Principal address			
b) Name and title of official with	whom the registrant deals.		
c) Principal aim			
•			

Term id 6-30-86

a) State the nature of the business or activity of this foreign principal

b) Is this foreign principal				
Owned by a foreign govern	ment, foreign political party, or other fo	oreign principal Yes [XX	No	
	rnment, foreign political party, or other			
	vernment, foreign political party, or other			
	ernment, foreign political party, or other			
Subsidized in whole by a fa	oreign government, foreign political part	ty, or other foreign		
			No	T
principal	eign government, foreign political party,	or other foreign	No	[XX
The U.K.'s reconst	ed "Yes" in Item 8(b). (If additional s	com) was to small a		
towns. Glenrothes The Development Co	than attempt to revital is ideally placed in the reportation was instituted the careful planning of the careful planning	ise and expand exise heart of Central	stin	1 7 7
10. If the foreign principal is an org political party or other foreign p	anization and is not owned or controlled rincipal, state who owns and controls it	d by a foreign government, fore	ign	
Date of Exhibit A	Name and Title	Signature		_
June 4, 1980	Anne Bazazian/Bookkeeper	Gene Boy area		
		(0 0		

Form OBD-65 Rev. 4-27-77 (Formerly DJ-304)



UNITED STATES DEPARTMENT OF JUSTICE Washington, D.C. 20530

ON 11 12 34 FM '80

EXHIBIT B

TO REGISTRATION STATEMENT INTERNAL SECURITY
Under the Foreign Agents Registration Act SECTION
Of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Foreign Principal Name of Registrant Development Counsellors Int'1 Ltd. Glenrothes Development Corporation Check Appropriate Boxes: The agreement between the registrant and the above-named foreign principal is a formal 1. written contract. If this box is checked, attach two copies of the contract to this exhibit. XX There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence. The agreement or understanding between the registrant and foreign principal is the result 3. of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding. DCI shall carry out a program of market representation in North America to assist the Corporation in approaching and attracting U.S. investors.

Termid 6-30-86

5.	Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.
	about the grant of the same of

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A11	such	activities	are	detailed	in	attached	letters.

,	Will the activities on behalf of the Section 1(o) of the Act?1/	above foreig	n principal	include political	activities as	defined in
Ď.	Section 1(o) of the Act?1/	Yes []	선실 아		ska malations	interests

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B June 4, 1980	Name and Title Anne Bazazian Bookkeeper	Signature
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Political activity as defined in Section 1(0) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

UNITED STATES DEPARTMENT OF JUSTICE Washington, D.C. 20530

EXHIBIT B

TO REGISTRATION STATEMENT Under the Foreign Agents Registration Act of 1938, as amended



INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Foreign Principal Name of Registrant Glenrothes Development Corporation Development Counsellors Int'1 Ltd. Check Appropriate Boxes: The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit. There is no formal written contract between the registrant and foreign principal. The 2. agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence. The agreement or understanding between the registrant and foreign principal is the result

of neither a formal written contract nor an exchange of correspondence between the parties.

If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

DCI shall carry out a program of market representation in North America to assist the Corporation in approaching and attracting U.S. investors.

3.

received.

5.	Describe fully the activities the r	registrant engage	s in or pro	oposes to eng	gage in on b	ehalf of the
	above foreign principal.		•			

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AII	811CD	acriviries	яте	aerailea	ın	arrached	retters.

6.	Will the activities on behalf of	he above foreign	principal	include political	activities a	s defined	in
	Section 1(o) of the Act?1/	Yes 🔯 No		•			

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Activities would include contacting investors to promote Glenrothes as a site for operation, placing articles to elicit inquires and providing a direct mailing service to attract investors. Also arrange meetings between official of the Glenrothes Corporation and possible investors both in the U.S. and Scotland.

Date of Exhibit B Revised: 9/15/80

Name and Title Anne Bazazian Bookkeeper Signature

Political activity as defined in Section 4(0) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

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Development Counsellors International, Ltd.

ADVIAGE CONTRACTOR

ANTEGRAL SECURITY

SECTION

CRIMINAL DEVISION

February 6, 1980

Alastair H. Milne FInst.M. Business Development Manager GLENROTHES DEVELOPMENT CORPORATION New Glenrothes House Glenrothes, Fife KY7 5PR SCOTLAND

Dear Alastair:

We've just received your February 1, 1980 letter of agreement as promised, and we are thoroughly pleased with all of the terms set out there.

As you know, the contract will, as you suggested, actually begin on March 1, 1980, but I will be in Glenrothes with you to get it moving personally during the period February 29 to March 5.

In company with the DCI staff, I look forward to this get together and more broadly to this assignment.

Sincerely,

Tal

Ted M. Levine President

Brmid 6-30-86

Glenrothes Development Corporation

TO CRACE TO

New Glenrothes House Glenrothes, Fife KY7 5PR Scotland Tel (0592) 754343 Telex 727125 Chairman Sir George Sharp OBE DL JP

Chief Executive Martin Cracknell

Our Ref E/Milne/CB

Your Ref

Date 1 February 1980

Mr Ted M Levine
President
Development Counsellors International Ltd
733 Third Avenue
New York
NY 10017
USA

Dear Ted

It was a great pleasure talking to you this afternoon and this will serve to confirm our conversation.

My Corporation is anxious to proceed with the proposal outlined in your letter of April 25th, 1979 ie, that you represent our interests in the US and in particular produce meaningful contacts that we can follow-up with a view to securing these contacts as developers in Glenrothes.

On the question of fees we accept that the monthly fee should now be \$2750 with an out-of-pocket expense allowance of \$250 ie, a total of \$3,000 per month. Initially the contract should run for a six month period with an option for a further six months if each party so desires. Ideally the contract should start on 1 March 1980.

In order to get things off the ground we would like you to visit Glenrothes for two to three days as soon as possible and certainly before the date of start of contract. We will of course cover all expenses for your visit outwith the sums discussed above.

I will look forward to hearing from you as to suitable dates so that I can make the necessary arrangements to receive you at this end. Looking forward to working with you.

Kindest personal regards,

Yours sincerely

A H Milne, FInst.M.

Business Development Manager



Development Counsellors International, Ltd.

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March 7, 1980

Alastair H. Milne, FinstM Business Development Manager GLENROTHES DEVELOPMENT CORPORATION Glenrothes House Glenrothes Fife KY7 5PR SCOTLAND

Re: Letter of Agreement between Development Counsellors International and the Glenrothes Development Corporation

Dear Alastair:

I am writing this letter at your suggestion following what I regard as an enormously illuminating and successful visit to Glenrothes and environs in major measure because you personally did such a swell job both in planning this trip and in implementing it every step of the way.

The following shall serve as both a letter of agreement and a summary of our current assignment and stems directly from my original April 25, 1979 proposal to you, your February 1, 1980 letter of commitment and my subsequent acceptance of it and of course my just ended February 29-March 4, 1980 on-the-spot visit:

- (1) Development Counsellors International shall carry out with and for the Glenrothes Development Corporation a program of market representation in North America.
- (2) This program began, as agreed, on March 1, 1980 and shall continue for a period of 12 months to February 28, 1981 with a joint review and option to cancel by either party after six months, therefore at the end of August, 1980.
- (3) The objective of this program is to assist the Corporation in approaching and attracting appropriate U.S. investors to consider Glenrothes as a site for operation and further to encourage visitation by decision making officers of such companies to Glenrothes.
- (4) The techniques utilized to achieve these results shall include but not be limited to the following: editorial placement of articles especially aimed to elicit inquiries that can be followed up, direct mailings to carefully

selected "best bet" industries and companies; direct industrial recruitment and representation; development of marketing interviews between North American investment prospects and appropriate representatives of the Glenrothes Development Corporation; and practical consulting to the Corporation based on this firm's 20 years of specialized experience.

(5) For its services as described above, Development Counsellors International shall receive the sum of \$3,000 per month which includes a \$2,750 monthly time fee and an allocation for out-of-pocket expenses of \$250. This latter allocation shall cover all out-of-pocket expenses except for the personal visitation to Glenrothes just completed by myself and any other major travel expenses that may prove necessary such as visits to the West Coast in the early summer of 1980 or possibly a second visit to Glenrothes in the months ahead. Such extraordinary out-of-pocket expenses must be approved by the Glenrothes Development Corporation in advance.

Payment shall be made by the Corporation to Development Counsellors International at the end of each month upon submission of a monthly bill.

(6) Acceptance of these terms shall be signified by your signing and returning one copy of this letter of agreement.

Finally, on a more personal note and speaking for the staff of DCI, we look forward to this assignment both with pleasure and confidence.

Respectfully submitted,

Ted M. Levine President

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Date:	 والمعاولية المستراطين والمواجع المراومين والمراوم	 	